Transportation Co. v. *Standard Oil Co.*, 56 W. Va., 611. Contra: *Chambers* v. *Baldwin*, 91 Ky. 121; *Boyson* v. *Thorn*, 98 Cal. 578. The difference between the two remedies then, as established by the principal case, is that an action for slander of title will lie only where no contract exists, whereas an action for inducing breach presupposes the existence of a contract.

TRADE-MARKS—CONSTRUCTION OF STATUTE.—The Act of Feb. 20, 1905 (34 Stat. 1251) provided that registration should not be refused to trade-marks otherwise entitled thereto unless such mark should consist "of any design or picture that has been or may hereafter be adopted by any fraternal society as its emblem." Application was made by Given for registration of a mark in October 1911, and was still pending at the time of the amendment of the Act of 1905 by the Act of January 8, 1913, (37 Stat. 649), which provided that registration should not be refused unless the mark should consist "of any design or picture that has been or may hereafter be adopted by any fraternal society as its emblem, or of any name, distinguishing mark, character, emblem, colors, flag, or banner adopted by any institution, organization, club, or society which was incorporated in any State in the United States prior to the date of the adoption and use by the applicant." The New York Athletic Club, which seems to come under the classification of the latter act, but not of the former, protested against the registration of Given's mark (which the Club had used for many years before Given's use had begun) and the Patent Office refused registration, whereupon Given appealed to the Court of Appeals of the District of Columbia. *Held*, that the refusal was proper. *John M. Given, Inc.* v. *The New York Athletic Club*, (App. D. C. 1914), 210 Off. Gaz. 1067.

This appears to be the first decision under the amendment of 1913, and the court held that "the proceedings leading up to the registration of a trade-mark are mere matters of procedure that may be changed or abolished, and, unless expressly exempted from the operation of an amendatory statute, pending cases will be governed by it to the same extent as will be future cases arising under it." This does not, however, touch the question of legislative intent to affect pending applications. There is no clear retroactive intent expressed in the amendment of 1913; it is a general principle that statutes will be construed prospectively, in the absence of a clear intent to the contrary. *U. S.* v. *Heth*, 3 Cranch 399; *De Ferranti* v. *Lyndmark*, 30 App. D. C. 417. In the latter case, which is the only one cited by the court on the point of construction, it was held that an application for a patent in this country of a foreign invention patented abroad, filed under an act making the United States patent date from the time of filing here, was not affected by an amendment, passed during the pendency of the application, making such patent date from the time of filing abroad.

WILLS—EFFECT OF CODICIL ON LAPSED RESIDUARY ESTATE.—A codicil executed after the decease of one of the residuary devisees, which recites his death without further disposition of the residue, carries the lapsed interest

in the residue to the surviving residuary devisees and prevents it from passing as intestate property. *Gibbons* v. *Ward*, (Ark. 1915), 171 S. W. 90.

The general rule undoubtedly is that a lapsed residuary devise descends to the heirs at law of the testator. PAGE, WILLS, § 508; 1 JARMAN, WILLS, 758; ROOD, WILLS, § 672; UNDERHILL, WILLS, § 336. And this rule is not changed by the fact that there are other surviving residuary devisees who would have taken as tenants in common with the deceased. See authorities supra. In the principal case the cases of *In re Wood*, 29 Beav. 236, and *Williams* v. *Neff*, 52 Pa. St. 326 are not noticed. In both of which cases it was held that a codicil executed subsequent to the death of a residuary beneficiary does not change the rule that a lapsed residuum descends to the heirs. In the former of these cases the testator in his codicil had recited the death of one of his residuary beneficiaries, and had disposed of a part of this residuary devisee's share; but left a part thereof undisposed of. The view taken in these two cases is concurred in by Mr. JARMAN, 1 JARMAN, WILLS, 231. In view of these authorities the correctness of the decision in the principal case is, to say the least, doubtful.